

INFORMAL PURCHASE / REQUEST FOR QUOTATIONS



City Of High Point
Purchasing Division
211 S. Hamilton St., P.O. Box 230
High Point, NC 27260
Tarinda Chappell, Purchasing Manager

INFORMAL BID #2852-100915 SWITCHGEAR

DATE: September 25, 2015

BIDS DUE NO LATER THAN: FRIDAY, OCTOBER 9, 2015 5:00 P.M. EST

BUYER: Josh Williams, CLGPO

Joshua.williams@highpointnc.gov

TELEPHONE: (336) 883-3458

Bid price shall be F.O.B. Destination and include delivery to:

City of High Point – Warehouse
657 E. Russell Avenue
High Point, NC 27260

ITEM #	DESCRIPTION	QTY.	UOM	UNIT PRICE	TOTAL PRICE
3630	SWITCH – 4-4 SUBSURFACE SF6 GAS – 3 PHASE – <i>PER SPECIFICATIONS – NO SUBS!</i>	1	EA	\$	\$
* * SPECIFICATION INQUIRIES? CONTACT MARTY HINSON @ 336.883.3128 * *					

Delivery will be made within _____ days after receipt of order.

Payment Terms: Net _____

- Pursuant to General Statutes of North Carolina, Section 143-129, as amended, bids and proposals subject to the conditions and specifications herein, are invited for materials and equipment as described herein.
- Prices or any other entry made hereon by the bidders shall be considered firm and not subject to change or withdrawal.
- Bidders certify under penalty of perjury that this bid has not been arrived at collusively and that no Federal or North Carolina antitrust laws have been violated.
- State and County sales taxes shall not be included in the bid prices.** Sales tax shall be added to vendors invoice and will be paid to vendor at time of invoice payment.
- Bidders shall sign this form and return it with additional bid documents on or before the above date and time, to the City of High Point Purchasing Division, (P.O. Box 230, 27261), 211 S. Hamilton St., High Point, NC 27260. **BIDS MAY BE RETURNED BY FAX TO 336-883-8516 OR BY EMAIL TO Joshua.williams@highpointnc.gov.**

Company Name

Signature

Address

Above (typed or printed)

City

State

Zip

Date

E-mail

Telephone

Fax

☐

By checking this box, I acknowledge that I have read and accept the terms and conditions associated with this bid.

Switchgear Specifications

15.5 kV, 17.5 kV, and 25 kV Class Distribution Underground Applications

Solid dielectric Vacuum Load-Break Switches, Vacuum Fault Interrupters (“VFI”), and electrical bus designs in air, in a sealed, dead-front, 304 stainless steel switch tank.

Specification covering VFI-Switch Vacuum Load-Break Switch Ways and VFI-Trip Vacuum Fault Interrupter Protected Ways ***with*** an integral Visible Open Isolation Point Switch terminating with 600 amp bushings.

1. Scope

This specification applies to Innovative Switchgear's switchgear designs applied on underground distribution voltages from 4 kV to 25 kV and no substitutions will be allowed. The switchgear is 600 amp rated and is a maintenance-free, sealed, and dead-front design featuring solid dielectric insulation for the mechanisms and bus work inside a 304 stainless steel switch tank filled with approximately 3 to 5 pounds of dry air pressure to maintain the tank structure at sea level. Switchgear shall provide vacuum fault interrupter contacts for both load-break and fault interrupter positions. Vacuum fault interrupter ("VFI") contacts on VFI-Switch load-break switched ways shall provide crews with the ability to safely interrupt fault currents by pulling the operating handle to the Open position. Specifically, the unit herein quoted will be for a four-way, no protected ways switch.

2. Definitions

IEEE – Institute of Electrical and Electronic Engineers

Way – A three phase circuit consisting of 3 bushings or bushing wells, and one VFI-Switch vacuum load-break switch or VFI-Trip vacuum fault interrupter, connected to a common bus.

VFI-Switch Way – A solid dielectric insulated three phase vacuum load-break switch mechanism with VFI contacts capable of interrupting 600 amps load current and rated fault current when the mechanism is operated manually. The VFI-Switch mechanism has two positions, open and closed.

VFI Trip or VFI Way – A solid dielectric insulated three phase fault interrupter mechanism with VFI contacts capable of interrupting 600 amps of load current and rated fault current. The VFI mechanism has three positions: open, closed and tripped. A VFI-Trip vacuum fault interrupter way includes the VFI trip mechanism, trip circuitry, and current transformers mounted internal to the switch tank on the bushings.

Visible Open Isolation Point Switch (VOIP) – Integral to the VFI-Switch and VFI-Trip mechanisms is a three phase isolation point switch in series electrically with the VFI contacts. When the operating handle is pulled to the "open" position, the vacuum contacts de-energize the circuit, and the Visible Open Isolation Point switch shaft rotates 90 degrees, isolating the "view-able" contact blades from the fixed contacts and thereby creating a safe-to-work isolation point. The contact blades of the VOIP can be visibly seen through the viewing windows on the switch tank surface when in the "open" position, thus providing a required "visible open" that is also a rated safe-to-work isolation point.

Dead-front Switchgear Design – Switchgear in which the energized components are insulated and enclosed within a grounded switch tank with dead-front terminations.

3. Certifications

All mechanisms shall be as set forth in the Ratings Table below, are certified to the relevant portions of the IEEE Standard C37.60-2012 for Fault Interrupting and IEEE Standard C37.74-2003/2014 for Load Switching.

4. Ratings

Design Voltages:	15.5 kV	17.5 kV	25 kV
Basic Insulation Levels:	95 kV BIL	110 kV BIL	125 kV BIL
Continuous Current:	600 amps		
Load Interrupting Current:	600 amps		

Mechanical Operations

- 15.5 kV / 12.5 kA 7500 operations
- 15.5 kV / 20 kA 2000 operations
- 17.5 kV / 16 kA 2000 operations
- 25 kV / 12.5 kA 7500 operations

Momentary & Make and Latch

Voltage Class	Symmetrical	Asymmetrical	Peak Current
15.5 kV	12.5 kA symmetrical	20 kA asymmetrical	32.5 kA peak current
15.5 kV	20 kA symmetrical	32 kA asymmetrical	52 kA peak current
17.5 kV	16 kA symmetrical	25.6 kA asymmetrical	41.6 kA peak current
25 kV	12.5 kA symmetrical	20 kA asymmetrical	32.5 kA peak current

Maximum Fault Interrupting Current

Voltage Class	Symmetrical	Asymmetrical	Peak Current
15.5 kV	12.5 kA symmetrical	20 kA asymmetrical	32.5 kA peak current
15.5 kV	20 kA symmetrical	32 kA asymmetrical	52 kA peak current
17.5 kV	16 kA symmetrical	25.6 kA asymmetrical	41.6 kA peak current
25 kV	12.5 kA symmetrical	20 kA asymmetrical	32.5 kA peak current

NOTE: 200 amp terminations including bushing wells, inserts, and elbows have the following ratings per the IEEE Standard 386: 10 kA symmetrical; 13kA asymmetrical. No peak current rating for 200 amp terminations are provided by the manufacturers of these products.

5. Dielectric

The electrical bus shall be insulated with solid dielectric insulation material.

6. Construction – Electrical components

The VFI-Switch shall be a three phase gang operated mechanism implementing a quick make quick, break design operating independently of the speed in which the external operating handle is opened or closed. The VFI-Switch mechanism has a two position latch for Open and Closed positions. When the operating handle is pulled to the Open position the vacuum contacts de-energize the circuit and then the VOIP switch rotates thus creating a safe-to-work isolation point. The contacts of the VOIP shall be visible through the viewing windows on the switch tank surface when in the Open position thus providing a required “Visible Open.”

The VFI-Trip Vacuum Fault Interrupter shall be a three phase gang operated mechanism implementing a quick make, quick break design operating independently of the speed in which the external operating handle is opened or closed. The Vacuum Fault Interrupter mechanism shall have a three position latch for Open, Closed, and Tripped positions. When the operating handle is pulled to the Open position the vacuum contacts de-energize the circuit and then the VOIP switch rotates thus creating a safe-to-work isolation point. The contacts of the VOIP shall be visible through the viewing windows on the switch tank surface when in the Open position thus providing a required “Visible Open.”

The internal bus shall be designed and constructed of copper bus bar and ribbon copper that are both silver plated. The bus work shall be insulated with solid dielectric material to maintain the 95 kV, 110 kV, and 125 kV BIL rating.

Internal wiring for current transformers, trip circuitry, and mechanism status will be terminated to connectors installed in welded on half couplings on the surface of the switch tank.

7. Over-current Protection Relays

Switchgear shall provide relaying options for over-current protection.

In the case of non-automated designs with VFI-Trip protected ways, switchgear shall be provided with a Schneider Electric P116 CT powered, micro-processor, draw-out, substation, over-current relay. The P116 relay shall include phase and ground protection with IEEE Inverse, Very Inverse, and Extremely Inverse curves. Additional IEC and CO curves shall also be installed in the relay. The P116 relay will be installed in a submersible enclosure that will stay connected to the switchgear on a 15' cable. For Submersible and Vaultmount applications the relay shall include mounting provisions to mount the control to the vault wall. For Padmount applications the relay will be mounted to the inside of the high voltage enclosure doors.

SEL 700 series and 400 series relays shall be provided upon request and for Auto Transfer and SCADA applications. When supplied, these relays shall be installed within a 304 stainless steel enclosure. For Submersible or wet vault applications, the enclosure shall be supplied with a bolted cover and gasket. A pressure valve shall be supplied for the crews to pressurize the control cabinet to test for leaks after re-installing the cabinet cover. For Padmount and dry vault applications the enclosure shall be supplied with a hinged door with a water-tight gasket seal.

8. Construction - Switch Tank and Enclosures

The switch tank, high voltage enclosure as well as the SEL relay low voltage enclosures shall be constructed of 304 type stainless steel and be welded using 308 type filler material to maintain the corrosion resistant properties of the stainless steel.

All 600 amp bushings and 200 amp bushing wells shall be welded in place.

Bushings patterns are part of each individual design and are arranged to best replicate the switchgear that is being replaced. For Double Sided Padmount applications, the bushings are mounted horizontally and phased ABC-CBA which matches the phasing of double side padmount applications.

The switch tank shall be hermitically sealed and submersible. All Submersible and Wallmount tank connections shall be rated for submersible applications. Vaultmount and Padmount connections shall be rated as waterproof for normally dry applications.

Provisions for lifting the switchgear shall be provided on each design.

Provisions for grounding the switch tank shall be either ground nuts or a ground pad welded to the switch tank. One ground nut with a 1/2" x 13 x 7/16" deep shall be provided for each way.

Load-Break parking stands shall be provided as a standard feature. Non-Load-Break parking stands shall be made available upon request.

Motor operator mounting brackets are to be welded to each handle housing for future installation of motor operators.

9. Operating Handles and Position Indication

Switchgear shall be provided with a single external operating handle to open the vacuum contacts and rotate the Visible Open Isolation Point switch. A vacuum contact position indicator is to be provided per Way and located on the switch handle housing.

Closed Position - A semaphore indicating "Closed" in reflective silver letters on a reflective red background shall inform the operator that the vacuum contacts are in the "Closed" position. When the operating handle is down and against the switch tank the vacuum contacts, the visible open isolation point contacts are in the "Closed" position.

Open Position - A semaphore indicating "Open" in reflective silver letters on a reflective green background shall inform the operator that the vacuum contacts are in the "Closed" position. When the operating handle is up and away from the switch tank, the vacuum contacts and the visible open isolation point contacts are in the "Open" position.

Tripped Position - When the over-current relay, attached to a VFI-Trip mechanism's CTs and trip circuitry, identifies an over-load or fault event, a signal shall be sent to the solenoid on the VFI-Trip mechanism to activate the solenoid and "trip" the latch to open the vacuum contacts. The external

operating handle will remain in the closed position until the handle is pulled to open it. When the external operating handle is pulled to the “Open” position, the VFI-Trip mechanism shall be re-set and the Visible Open Isolation Point switch is opened. Operators shall be able to verify the position of the visible open by looking through the viewing windows on the tank surface.

10. Terminations

Customers shall have the option of 600 amp bushings or 200 amp bushing wells.

11. Nameplates

304 stainless steel nameplates, with photo engraved or etched letters, schematics, and numbers, shall be welded to the switch tank.

Main nameplate – The main nameplate includes the following information:

Name of Manufacture

Month and Year of Manufacture

Serial number

Catalog number

Schematic Diagram Nameplate – The schematic diagram nameplate shall include the following information:

Diagram of internal bus

Weight

Way and Bushing Designation

A way nameplate, numbered 1 through 6, shall be welded to each switch handle housing. The bushings associates with that way will be label with the way number and by A, B, and C phase. For example: 1A, 1B, 1C.

SUBMERSIBLE SWITCH EQUIPMENT

- A. General: Provide Submersible distribution switches and accessories; of types, sizes, rating and electrical characteristics indicated, which comply with manufacturer's standard materials, design and construction in accordance with published product information, and as required for complete installation; and as herein specified.
- B. Each Submersible switch shall be Innovative Switchgear Solutions, Inc solid dielectric vacuum load break switches and vacuum fault interrupters (VFI) (17.5KV) 600 Ampere rated dead-front switchgear assembly with the necessary accessory components, all completely factory-assembled and operationally checked.
- C. Component ratings shall be as follows, and also as shown on the drawings:
 - a. System Voltage: 15.5 KV, 3 Phase
 - b. Nominal Voltage 13.2 KV
 - c. Maximum Voltage: 17.5 KV
 - d. Nominal Pad mounted Switch Rating _____ KV
 - e. BIL Voltage: (95 KV)
 - f. Main Bus Continuous Amperes: 600A
 - g. Short Circuit Amperes, symmetrical (16,0000)
 - h. Two Time duty Cycle Fault Closing, Amperes, RMS Asymmetrical (25,600)
 - i. Peak Current (per IEEE C37.60) (41,600 amps)
 - j. Frequency: 60 Hertz
 - k. Momentary withstand, Amperes, RMS, Asymmetrical (25,600)
 - l. Short-Time withstand, RMS Symmetrical, (16,0000)
 - m. Short Time Withstand Duration, seconds 1.
 - n. The Momentary Duty-Cycle fault closing ratings of switches, momentary rating of bus, and interrupting ratings of fuses shall be equal to or exceed the short circuit ratings of the switchgear.
- D. Compliance with Standards and Codes The switchgear shall conform to or exceed the applicable requirements of the following standards and codes:
 - a. IEEE C37.74 Load Switching (2003 or later)
 - b. IEEE C37.60 Non Reclosing Vacuum Fault Interrupters (2012 or later)
- E. Basic Components
 - a. Each pad mounted switch shall be 600 Ampere rated and shall be maintenance-free, sealed, and dead-front design with solid dielectric insulation for the mechanisms and bus work inside a 304 stainless steel switch tank filled with approximately 3 to 5 pounds of dry air pressure to maintain the tank structure at sea level. Each pad mounted switch shall have vacuum interrupter contacts for both load-break and fault interrupter positions. Vacuum Fault Interrupter (VFI) contacts on the VFI switch shall break the load to safely interrupt fault current by pulling the operating handle to the Open position. Switch shall be four-way no protected ways.
- F. Special Terminology for this equipment shall be as follows;
 - a. Way shall be defined as a three phase circuit consisting of three bushings or bushing wells, as one vacuum fault interrupter (VFI) load break switch connected to a common bus.
 - b. VFI switch way shall be defined as a solid dielectric insulated three phase vacuum load break switch mechanism with VFI contacts capable of interrupting 600 Ampere load current and rated fault current when the mechanism is operated manually. The VFI switch shall have two positions, open and closed.
 - c. VFI Trip or VFI Way shall be defined as a solid dielectric insulated three phase fault interrupter mechanism with VFI contacts capable of interrupting 600 Ampere load current and rated fault current. The VFI mechanism shall have three positions, open closed and tripped. The VFI trip shall include the VFI trip mechanism, trip circuitry, and current transformers mounted internally to the switch tank on the bushings.
 - d. Visible Open Isolation Point Switch (VOIP) shall be defined as being integral to the VFI switch and VFI trip mechanism. This shall be a three phase isolation point switch in series electrically with the VFI contacts. When the operating handle is pulled to the "open" position, the vacuum contacts shall de-energize the circuit. The visible open

isolation point shaft shall rotate 90 degrees isolating the “viewable” contact blades from the fixed contacts to show that the circuit is de-energized. The VOIP contact blades shall be visible through the viewing windows located on the switch tank surface. When in the “open” position, the “visible open” shall be visible to show that this is a rated safe to work point.

- e. Dead front switchgear design shall be included and shall be defined having the energized components insulated and enclosed within a grounded switch tank with dead front terminations.

G. Construction Electrical Components

- a. The VFI switch shall be a three phase gang operated mechanism having a quick make, quick break design operating independently of the speed in which the external operating handle is opened or closed. The VFI switch mechanism shall have a two position latch for open and closed positions. When the operating handle is pulled to the open position the vacuum contacts shall de-energize the circuit and the VOIP switch shall rotate to isolate the circuit creating a safe to work environment. The VOIP contacts shall be visibly through the viewing windows on the surface of the switch tank.
- b. The VFI trip vacuum fault interrupter shall be a three phase gang operated mechanism having a quick make, quick break design operating independently of the speed in which the external operating handle is opened or closed. The vacuum fault interrupter mechanism shall have a three position latch for open, closed and tripped positions. When the operating handle is pulled to the open position the vacuum contacts shall de-energize the circuit and the VOIP switch shall rotate to isolate the circuit creating a safe to work environment. The VOIP contacts shall be visibly through the viewing windows on the surface of the switch tank.
- c. The internal copper bus bar and ribbon shall be silver plated. The bus shall be insulated with solid dielectric material to maintain the (95) KV BIL rating.
- d. The internal wiring for the current transformers, control trip circuitry, and mechanism status shall be connected to submersible rated connectors located on the switch tank surface. Cabling shall be supplied with appropriate connectors to plug into each connection and to the corresponding connection on the low voltage control cabinet.

H. Ground Bus

- a. Provisions for mounting a ground bus with bar with short-circuit rating equal to that of the switchgear assembly shall be provided and mounted on tank surface.

I. Cable-Termination

- a. Provisions shall be made to facilitate cable pulling and installation of cable terminators.

J. Switch Tank and Enclosures

- a. The high voltage switch tank and low voltage enclosures shall be type 304 enclosures and shall be welded using 308 type filler material to maintain the corrosion resistant properties of the stainless steel.
- b. All 600 Ampere bushings shall be welded in place.
- c. Provisions for lifting the pad mounted switches shall be provided.
- d. Each switch tank shall have ground pads welded to the switch tank.

K. Operating Handles and Position Indication

- a. A single external operating handle shall be included and shall open the vacuum contacts and rotate the VOIP switch. Each VFI Way shall have a vacuum contact position indicator and shall be located on the switch handle housing.
- b. In the closed position, a semaphore shall indicate closed in reflective silver letters on reflective red background. When the operating handle is down and against the switch tank, the vacuum contacts show the visible open isolation point contacts are in the closed position.
- c. In the open position, a semaphore shall indicate open in reflective silver letters on reflective red background. When the operating handle is down and against the switch tank, the vacuum contacts show the visible open isolation point contacts are in the open position.

L. Tripped Position

- a. When the over current relay identifies an over load or fault event, a signal shall be sent to the VFI trip mechanism to trip and latch open the vacuum contacts.
- b. The external operating handle shall remain in the closed position until the handle is pulled to the open position to open the vacuum contactor.
- c. When the external operating handle is pulled to the open position, the VFI trip mechanism shall be re-set and the VOIP switch shall be opened.

M. Each VFI shall have 600 Ampere bushing wells.

N. Nameplates

- a. Nameplates shall be provided and shall be 304 stainless steel with photo engraved etched letters, schematics, and numbers. There shall be three name plates – main, schematic diagram, and way with bushing designations. Each name plate shall be welded to each switch tank.
- b. The main nameplate shall have name of manufacture, month and year of manufacture, serial number and catalog number.
- c. The schematic diagram nameplate shall have the diagram of internal bus and weight.
- d. The Way and Bushing nameplate shall be numbered 1 through 6 and shall be welded to each switch handle housing and shall have the way number and phase identification.

*** End of Specifications ***

INSTRUCTIONS TO BIDDERS

GENERAL: All bids are subject to the provisions of the attached General Contract Terms and Conditions. All bid responses will be controlled by the Terms and Conditions included by the City of High Point. Bidder terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the bid response are waived and will have no effect either on the bid, or any contract which may be awarded as a result of this bid. **The attachment of any other terms and conditions may be grounds for rejection.**

Bidder specifically agrees to the conditions set forth in this paragraph by signature of the "BID" contained herein.

Pursuant to G.S. 143-48 and Executive Order No. 77, the State invites and encourages participation in this procurement by a business owned by minorities, women, and the handicapped.

WARRANTY: Bidder guarantees equipment offered by him to be free from any and all defects in material and workmanship and warrants same for a period of one (1) year unless otherwise stated in the specifications. Such warranty to cover the cost of all service, parts, labor and travel to and from points of service.

SPECIFICATIONS: Manufacturer's name and catalog numbers used in this bid are product specific unless the description states equivalent acceptable. These products are required for compatibility and continuity of support.

BID EVALUATION: The City of High Point reserves the right to reject any bid on the basis of the function, compatibility with user requirements, as well as cost. The City of High Point reserves the right to award this contract to a single overall bidder on all items, or to make award on the basis of individual items or groups of items, whichever shall be considered by the City of High Point to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested to offer a lump sum price. The City of High Point will not be bound by oral discussions during evaluation process. Responsible purchasing agent should approve all contact regarding this award.

CANCELLATION: The City of High Point may terminate/cancel this contract at any time by providing written notice to the bidder at least thirty (30) days before the effective date of termination/cancellation.

SERVICE: Adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements are necessary. The City of High Point reserves the right to satisfy itself by inquiry or otherwise as to bidder's capability in this regard.

SAFETY: See attached General Terms & Conditions #11.

BID RESULTS: For bid results call (336) 883-3458; NO EARLIER than two days after the bid close date.

**** THE CITY OF HIGH POINT WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS REQUEST FOR BID. ****

QUESTIONS: Questions regarding the specifications on this bid should be referred to the purchasing agent.

SPECIAL INTEREST GROUP DEFINITIONS:

Women Owned (51% and controlled by Women)

Handicapped Owned (51% owned & controlled by a Physically Handicapped Person)

Minority Owned (At least 51% of which is owned and controlled by minority group member.(Black, Asian, Hispanic, American Indian)

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION**: The City of High Point reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
2. **TIME FOR CONSIDERATION**: Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
3. **TAXES**: No taxes shall be included in any bid prices.
 - a. **FEDERAL**: Generally, states and political subdivisions are exempt from such taxes, as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.
 - b. **OTHER**: Bid prices are not to include any sales, import, or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s).
4. **PRICE ADJUSTMENTS**: Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the bidder to other customers.
 - a. **NOTIFICATION**: Must be given to the City of High Point Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' official notice or other evidence that the change is general in nature.
 - b. **DECREASES**: The City of High Point shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **INCREASES**: All prices offered herein shall be firm against any increase for 180 days from effective date of the proposed contract. After this period, a request for increase may be submitted with the City of High Point reserving the right to accept or reject the increase, or cancel the contract. Such action by the City of High Point shall occur not later than 15 days after receipt and review by the City of High Point of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the City of High Point which:
 - 1) Shall not be later than 30 days after the expiration of the original 15 days reserved by the City of High Point to evaluate the request for increase;
 - d. **INVOICES**: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
5. **PAYMENT TERMS**: Payment terms are Net, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The City of High Point is responsible for all payments under the contract.
6. **AFFIRMATIVE ACTION**: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
7. **CONDITION AND PACKAGING**: Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
8. **PERFORMANCE BOND AND DEFAULT**: The City of High Point reserves the right to require performance bonds from successful bidder, as provided by law, without expense to the City. Otherwise, in case of default by the Bidder, the City may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. Default shall occur if the Bidder fails to perform any obligation under the contract and schedule and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof from the City of High Point.
9. **SAMPLES**: Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Otherwise the samples will become City of High Point property. Each individual sample must be labeled with bidder's name and item number. Samples, on which an award is made, will be retained for the contract period. These will be returned, if requested, ten days prior to expiration of the contract.
10. **SPECIFICATIONS**: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s). **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

11. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All bidders must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. Construction bidders must comply with *North Carolina Occupational Safety and Health Standards for the Construction Industry, 29CFR 1926*. In addition, bidders shall comply with all applicable occupational health and safety and environmental rules and regulations. Bidders shall effectively manage their safety and health responsibilities including:

1. **Accident Prevention**

Prevent injuries and illnesses to their employees and others on or near their job site. Bidder managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

2. **Environmental Protection**

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

3. **Employee Education and Training**

Provide education and training to all bidders employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

12. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders are to furnish all information requested and in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal: cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids, which do not comply with these requirements, will be subject to rejection.

13. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

14. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to the City of High Point as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the City or the bidder, the City reserves the right to accept any items or groups of items on a multi-item bid.

The City reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the City of High Point to be pertinent or peculiar to the purchase in question.

15. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City of High Point Purchasing Department at once, indicating in his letter the specific regulation which required such alterations. The City of High Point reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. **M/WBE:** Pursuant to General Statute 143-48 and Executive Order #77, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped.

17. **INSURANCE:**

COVERAGE - During the term of the contract, the bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:

a. Worker's Compensation - The bidder shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. Commercial General Liability - General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's Liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of High Point Purchasing Department.

18. PATENTS AND COPYRIGHTS: The Bidder shall hold and save the City of High Point, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to bidder's performance of this project shall be the property of City of High Point and shall be delivered to City upon completion of the project. Such property shall be transferred to City in excellent, reusable condition.

In addition, the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the bidder's performance of this project shall vest in the City, and the bidder agrees to assign all rights therein to the City. Bidder further agrees to provide the City with any and all reasonable assistance, which the City may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the City.

19. PATENT AND COPYRIGHT INDEMNITY: BIDDER will defend or settle, at its own expense, any action brought against Customer to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages and attorney's fees finally awarded against Customers in any such action attributable to any such claim, but such defense, settlements and payments are conditioned on the following (1) that BIDDER shall be notified promptly in writing by Customer of any such claim; (2) that BIDDER shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that Customer shall cooperate with BIDDER in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from Customer modifications not authorized by the BIDDER or from the use of combination of products provided by the BIDDER with products provided by the Customer or by others; and (5) should such product(s) become, or in the BIDDER's opinion likely to become, the subject of such claim of infringement, then Customer shall permit BIDDER, at BIDDER's option and expense, either to procure for Customer the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product; or (c) upon failure of (a) or (b) despite the reasonable efforts of the BIDDER for a sold product or licensed software, return the price paid for the licensed software and any product dependent thereon.

20. ADVERTISING: Bidder agrees not to use the existence of this contract or the name of the City of High Point as a part of any commercial advertising without prior approval of the City of High Point Purchasing Department.

21. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

22. CONFIDENTIAL INFORMATION: As provided by statute and rule, the City of High Point will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

23. ASSIGNMENT: No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of High Point Purchasing Department, solely as a convenience to the bidder, the City of High Point may:

a. Forward the bidder's payment check directly to any person or entity designated by the bidder, and

b. Include any person or entity designated by bidder as a joint payee on the bidder's payment check.

In no event shall such approval and action obligate the City of High Point to anyone other than the bidder and the bidder shall remain responsible for fulfillment of all contract obligations.

24. ACCESS TO PERSONS AND RECORDS: The City Auditor shall have access to persons and records as a result of all contracts or grants entered into by the City in accordance with General Statute 147-64.7.

25. **INSPECTION AT BIDDER'S SITE:** The City of High Point reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective bidder prior to contract award, and during the contract term as necessary for the City of High Point's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
26. **AVAILABILITY OF FUNDS:** Any and all payments of compensation of this specific transaction, its continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.
27. **GOVERNING LAWS:** All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.
28. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.
29. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
30. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) City of High Point General Contract Terms and Conditions, and (4) City of High Point Bid Terms and Conditions.
31. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the City of High Point Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.
32. **SITUS:** The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.